

**JOINT POWERS AGREEMENT
BETWEEN THE PUEBLO OF TESUQUE AND SANTA FE COUNTY
TO ADOPT AND IMPLEMENT THE SANTA FE COUNTY ANIMAL CONTROL
ORDINANCE ON PUEBLO OF TESUQUE TRIBAL LANDS**

This Joint Powers Agreement (hereinafter referred to as "this JPA" or "the JPA") is made this 31 day of August 2004, pursuant to the New Mexico Joint Powers Agreement Act, N.M.S.A. 1978, Sections 11-1-1 et seq. (Supp. 2003), by and between the Pueblo of Tesuque (hereinafter referred to as "the Pueblo") and the Board of County Commissioners of Santa Fe County, New Mexico (hereinafter referred to as "the County"), a political subdivision of the State of New Mexico.

RECITALS:

WHEREAS, the Pueblo of Tesuque is a federally recognized Indian tribe located within the boundaries of Santa Fe County, New Mexico;

WHEREAS, the Pueblo recognizes a need for an animal control ordinance to be adopted, enacted and implemented within the boundaries of Pueblo of Tesuque for the protection of animals and people living at the Pueblo and to promote the general health, safety and welfare of the Pueblo of Tesuque community members and animals alike;

WHEREAS, the County and the Pueblo, recognizing the sovereign rights of each

party, and in a spirit of cooperation, have engaged in good faith negotiations and have mutually agreed to the terms set forth herein; and

WHEREAS, the parties desire to arrange for the adoption, implementation and enforcement of Santa Fe County's Animal Control Ordinance (Ordinance No. 1991-6, attached as "Exhibit A") within Pueblo of Tesuque boundaries.

NOW THEREFORE BE IT RESOLVED THAT the signatories to this Joint Powers Agreement mutually agree as follows:

SECTION ONE. TERMS AND CONDITIONS

A. This JPA establishes a protocol for the efficient implementation and enforcement of Santa Fe County's Animal Control Ordinance on Tesuque Pueblo Tribal Lands.

B. This JPA establishes procedures that will govern the working relationships among the agencies having jurisdiction over animal control activity on the Pueblo of Tesuque.

C. Nothing in this agreement shall be construed as a limitation on the authority of any signatory to this JPA to investigate and/or prosecute animal control violations within their respective jurisdictions.

D. This JPA recognizes the importance of cooperation between the Pueblo and the County and their respective animal control agencies involved in protecting the safety, health, and welfare of humans and animals for the overall improvement of community

safety.

E. The Pueblo of Tesuque designates the Chief of Police and the Supervisor of the Santa Fe County Animal Control Department as the respective representative and contact persons for purposes of providing notices required hereunder and for routine communication concerning the animal control ordinance or this JPA.

F. There shall be strict accountability of all receipts and disbursements made pursuant to by the parties hereto.

G. The parties agree that, upon termination of this JPA, any surplus property acquired as a result of the joint exercise of powers described herein shall be returned to each party in proportion to the contributions made by each party. If a dispute arises concerning the proper distribution of property pursuant to this paragraph, it shall be resolved by mediation as described in Section 5. B. of this JPA.

H. This JPA may be subject to revision as future needs dictate at the request of the representatives stated herein.

I. The Santa Fe County Animal Control Ordinance will be adopted by the Pueblo of Tesuque Tribal Council by Tribal Resolution and will be in full force and effect on all persons living on the Pueblo of Tesuque, including the Tesuque Trailer Village.

J. The Tesuque Pueblo tribal Police Department will work cooperatively with the Santa Fe County Animal Control Division to inform people living at the Pueblo of the Ordinance and to assist in its enforcement and implementation.

SECTION TWO. CONSIDERATION

The Pueblo and County mutually agree that the Santa Fe County Animal Control Division will provide services and carry out their normal duties during normal working hours on the Pueblo of Tesuque and can collect all fees, fines and charges listed in Appendix A of the Animal Control Ordinance for all animals found to be in violation of the Animal Control Ordinance within the Pueblo of Tesuque. If an animal is unclaimed by an individual owner within the time permitted by law, Santa Fe County may bill the Pueblo directly for costs incurred, such a veterinarian fees, impound fees, euthanasia fees and the like.

SECTION THREE. RESPONSIBILITIES OF THE PUEBLO OF TESUQUE

The Pueblo agrees to adopt, by Tribal Resolution, the Santa Fe County Animal Control Ordinance and make it an enforceable part of the Tesuque Law and Order Code. The Tesuque Tribal Police will assist and work directly with the Santa Fe County Animal Control Department to investigate and prosecute any and all animal control ordinance violations. The Tesuque Tribal Police will provide all discovery material, including but not limited to, photographs, eyewitness statements and other pertinent reports.

SECTION FOUR. RESPONSIBILITIES OF THE SANTA FE ANIMAL CONTROL DIVISION

The County's Animal Control Division will host a License Clinic for the community of the Pueblo of Tesuque to educate members about the Ordinance and prevent

Ordinance violations. The Animal Control Officers will patrol the Pueblo as part of their normal duties or when called by the Tribal Police Department. The County's Animal Control Division Supervisor will provide an on-call animal control officer schedule to the Tribal Police dispatch center. The County's animal control officers will have the authority to file citations in Tribal Court and can work with Tesuque Tribal Police, if necessary, to reach a disposition of an animal control ordinance violation.

SECTION FIVE. GENERAL PROVISIONS

A. Terms and Termination. This JPA shall have a term of one (1) year, but shall automatically renew for subsequent one-year terms unless terminated sooner upon thirty (30) days written notice to the other party. If terminated, any pending cases shall remain open for prosecution according to the terms and conditions of the Agreement.

B. Dispute Resolution. In the event that a dispute arises between the County of Santa Fe and the Pueblo of Tesuque over the interpretation of and performance under this JPA the parties may submit the dispute to a professional mediator. The mediation shall be conducted under the Commercial Mediation Rules of the American Arbitration Association. Each party shall pay for their own attorney's fees or mediation costs incurred. Nothing in this JPA can or does, or shall be deemed or interpreted to waive the sovereign immunity of the Pueblo of Tesuque, or to confer jurisdiction on the State of New Mexico over the Pueblo of Tesuque.

C. Amendment. The parties may amend this Agreement from time to time, but any

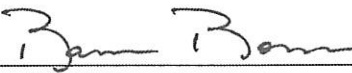
amendment shall be in writing, executed by all of the then parties thereto.

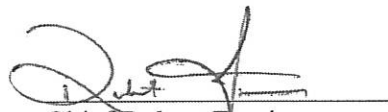
D. Interpretation. This JPA is to be interpreted in such a manner as to be consistent with Tesuque Tribal Law, laws of the state of New Mexico and principles of federal Indian law.

E. Effective Date. Upon the signing of this JPA by all signatories below and approval by the State of New Mexico Department of Finance and Administration.


PUEBLO OF TESUQUE

:


By: 
Ramos Romero
Governor


Chief Robert Frenier
Tesuque Tribal Police

**BOARD OF COUNTY COMMISSIONERS
SANTA FE COUNTY, NEW MEXICO**

By: 
Paul D. Campos, Chairman

SANTA FE COUNTY SHERIFF'S OFFICE

By: 
Greg Solano, Sheriff

Attest:

Rebecca Bustamante
Rebecca Bustamante,
County Clerk

**APPROVED BY THE DEPARTMENT
OF FINANCE AND ADMINISTRATION**

By: James J. [Signature]

(Title)

9-24-04
(Date)

Approved as to form:

[Signature]
Attorney for the Pueblo of Tesuque

[Signature]
Attorney for Santa Fe County

